

[EXECUTION COPY]

19.111 - VVVVV

THIRTY-SIXTH AMENDMENT
TO
SECURITY AGREEMENT - TRUST DEED,

dated as of January 29, 1997,

between

AKF CORP.

and

ING (U.S.) CAPITAL CORPORATION

THIRTY-SIXTH AMENDMENT TO
SECURITY AGREEMENT - TRUST DEED

THIS THIRTY-SIXTH AMENDMENT TO SECURITY AGREEMENT - TRUST DEED, dated as of January 29, 1997 (this "Amendment"), is made between AKF Corp., a Delaware corporation (the "Debtor"), and ING (U.S.) CAPITAL CORPORATION (the "Secured Party").

W I T N E S S E T H:

WHEREAS, the Debtor and the Secured Party have heretofore entered into a certain Security Agreement - Trust Deed, dated as of December 21, 1994 (as amended prior hereto, the "Security Agreement"); and

WHEREAS, the Debtor and the Secured Party have agreed, subject to the conditions and terms hereinafter set forth, to amend the Security Agreement in certain respects as herein provided;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Use of Defined Terms. Unless otherwise defined or the context otherwise requires, terms for which meanings are provided in the Security Agreement shall have such meanings when used in this Amendment.

ARTICLE II

AMENDMENTS

SECTION 2.1. Amendments to Annex A to Security Agreement. Effective as of the date hereof, Annex A to the Security Agreement is hereby amended and supplemented by the addition of the Cars listed on Annex A hereto. Each reference to Annex A in the Security Agreement shall be deemed to refer to such Annex as amended by Annex A hereto. The representations, warranties, covenants and agreements contained in the Security Agreement (together with the remedies contained in the Security Agreement)

shall, as of the date hereof, apply to the Cars listed on Annex A hereto to the same extent and with the same force and effect as if such Cars had been specifically described and referred to in the Security Agreement.

SECTION 2.2. Amendments to Annex B to Security Agreement. Effective as of the date hereof, Annex B to the Security Agreement is hereby amended and supplemented by the addition of the Equipment Leases listed on Annex B hereto. Each reference to Annex B in the Security Agreement shall be deemed to refer to such Annex as amended by Annex B. The representations, warranties, covenants and agreements contained in the Security Agreement (together with the remedies contained in the Security Agreement) shall, as of the date hereof, apply to the Equipment Leases listed on Annex B hereto to the same extent and with the same force and effect as if such Equipment Leases had been specifically described and referred to in the Security Agreement.

ARTICLE III

REAFFIRMATION OF SECURITY INTEREST

SECTION 3.1. Reaffirmation. The Debtor, in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and in order to secure the prompt payment in full and when due (whether at stated maturity, by acceleration or mandatory prepayment or otherwise) of the Secured Obligations, has granted, and does hereby grant, to the Secured Party and its successors and assigns, a lien on and a security interest in all of the Debtor's right, title and interest in, to and under the Collateral.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

In order to induce the Secured Party to enter into this Amendment, the Debtor represents and warrants unto the Secured Party as set forth in this Article IV.

SECTION 4.1. Due Authorization, Non-Contravention, etc. The execution, delivery and performance by the Debtor of this Amendment are within the Debtor's corporate powers, have been duly authorized by all necessary corporate action, and do not

(a) contravene the Debtor's certificate of incorporation or by-laws; or

(b) contravene any contractual restriction, law or governmental regulation or court decree or order binding on or affecting the Debtor.

SECTION 4.2. Government Approval, Regulation, etc. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other person or entity is required for the due execution, delivery or performance by the Debtor of this Amendment.

SECTION 4.3. Validity, etc. This Amendment constitutes the legal, valid and binding obligation of the Debtor enforceable against it in accordance with its terms.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.1. Ratification of and References to the Security Agreement. This Amendment shall be deemed to be an amendment to the Security Agreement, and the Security Agreement, as amended hereby, is hereby ratified, approved and confirmed in each and every respect. All references to the Security Agreement in any other document, instrument, agreement or writing shall hereafter be deemed to refer to the Security Agreement as amended hereby.

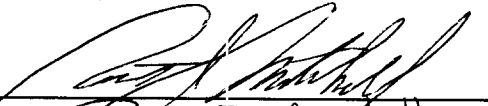
SECTION 5.2. Headings. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof.

SECTION 5.3. Execution in Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 5.4. Governing Law. **THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE; AND THE SECURED PARTY SHALL BE ENTITLED TO THE BENEFITS OF THE RECORDING SYSTEM CONFERRED BY 49 U.S.C. SECTION 11303 AND SUCH ADDITIONAL RIGHTS, ARISING OUT OF THE FILING OR RECORDING WITH RESPECT THERETO.**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized.

AKF CORP.

By: 
Name: Robert J. Mitchell
Title: President

State of New York)
) ss:
County of New York)

On this 27th day of January, 1997, before me personally came Robert J. Mitchell, to me known, who being by me duly sworn, did depose and say that he resides at Wardensburg, NY, that he is President of AKF Corp., the corporation described in and which executed the foregoing instrument, and that he signed his name thereto on the date hereof by order of the board of directors of said corporation.


Notary Public

ROBYN G. STEINBERG
Notary Public State of New York
No 01ST5026264
Qualified in New York County
Commission Expires April 18, 1998

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized.

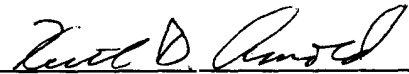
ING (U.S.) CAPITAL CORPORATION

By: 

Name: Robert Novick
Title: Vice President

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 28th day of January, 1997, before me personally came Robert Novick, to me known, who being by me duly sworn, did depose and say that he resides at Mamaroneck, New York, that he is Vice President of ING (U.S.) Capital Corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto on the date hereof by order of the board of directors of said corporation.


Notary Public

KEITH D. ARNOLD
Notary Public, State of New York
No. 01AR5050761
Qualified in New York County
Commission Expires Oct. 16, 1997

Rptg Mark	Car Number	Rptg Mark	Car Number
ACFX	42697	ACFX	220477
ACFX	42698	ACFX	220478
ACFX	42699	ACFX	220479
ACFX	42702	ACFX	220480
ACFX	42703	ACFX	220481
ACFX	42704	ACFX	220482
ACFX	42707	ACFX	220483
ACFX	42708	ACFX	220484
ACFX	42709	ACFX	220485
ACFX	42710	ACFX	220486
ACFX	42711	ACFX	220487
ACFX	42718	ACFX	220488
ACFX	42719	ACFX	220489
ACFX	42720	ACFX	220490
ACFX	42721	ACFX	220491
ACFX	42722	ACFX	220492
ACFX	200599	ACFX	220493
ACFX	200600	ACFX	220494
ACFX	200601	ACFX	220495
ACFX	200602	ACFX	220496
ACFX	200603	ACFX	220497
ACFX	200604	ACFX	220499
ACFX	200605	ACFX	220500
ACFX	200606	ACFX	220501
ACFX	200607	ACFX	220502
ACFX	200608	ACFX	220503
ACFX	200609	ACFX	220504
ACFX	200610	ACFX	220505
ACFX	200611	ACFX	220506
ACFX	200612	ACFX	220507
ACFX	200613	ACFX	220508
ACFX	200614	ACFX	220510
ACFX	200615	ACFX	220511
ACFX	200616	ACFX	220512
ACFX	200617	ACFX	220513
ACFX	200618	ACFX	220514
ACFX	200619	ACFX	220515
ACFX	200620	ACFX	220516
ACFX	200621	ACFX	220518
ACFX	200622	ACFX	220520
ACFX	200623	ACFX	220524
ACFX	200624	ACFX	220525
ACFX	200625	ACFX	220526
ACFX	200626	ACFX	220527
ACFX	200627		
ACFX	200628		
ACFX	200629		
ACFX	200630		
ACFX	200631		
ACFX	200632		

94 Cars

Lessee Code	Lessee	Contract	Rptg Mark	Car Number	Type	Year Built	Effective Date	Expiration Date
5	AG PROCESSING, INC	56650024	ACFX	200599	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200600	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200601	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200602	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200603	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200604	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200605	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200606	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200607	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200608	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200609	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200610	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200611	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200612	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200613	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200614	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200615	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200616	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200617	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200618	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200619	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200620	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200621	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200622	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200623	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200624	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200625	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200626	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200627	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200628	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200629	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200630	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200631	T	1997	00/00/00	00/00/00
5	AG PROCESSING, INC	56650024	ACFX	200632	T	1997	00/00/00	00/00/00
5 Count								
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220499	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220500	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220501	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220502	T	1997	00/00/00	00/00/00

Lessee Code	Lessee	Contract	Rply Mark	Car Number	Type	Year Built	Effective Date	Expiration Date
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220503	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220504	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220505	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220506	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220507	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220508	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220510	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220511	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220512	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220513	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220514	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220515	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220516	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220518	T	1997	00/00/00	00/00/00
231	AMOCO CANADA PETROLEUM COMP	6834	ACFX	220520	T	1997	00/00/00	00/00/00
231 Count								19
362	MONSANTO COMPANY	6873	ACFX	220524	T	1997	00/00/00	00/00/00
362	MONSANTO COMPANY	6873	ACFX	220525	T	1997	00/00/00	00/00/00
362	MONSANTO COMPANY	6873	ACFX	220526	T	1997	00/00/00	00/00/00
362	MONSANTO COMPANY	6873	ACFX	220527	T	1997	00/00/00	00/00/00
362 Count								4
450	TEXAS PETROCHEMICAL	65420009	ACFX	220477	T	1996	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220478	T	1996	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220479	T	1996	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220480	T	1996	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220481	T	1996	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220482	T	1997	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220483	T	1996	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220484	T	1996	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220485	T	1996	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220486	T	1996	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220487	T	1996	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220488	T	1997	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220489	T	1997	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220490	T	1997	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220491	T	1996	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220492	T	1996	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220493	T	1996	00/00/00	00/00/00
450	TEXAS PETROCHEMICAL	65420009	ACFX	220494	T	1996	00/00/00	00/00/00

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